GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE ASSISTED ACQUISITION SERVICES DIVISION SOUTHEAST SUNBELT REGION

PERFORMANCE WORK STATEMENT (PWS) US CENTRAL COMMAND COMMUNICATION INTEGRATION SUPPORT

ORDER/CONTRACT NUMBER: ID04160022

July 9, 2018

Modification History:

Mod 009 - 07/18/2018: Exercise Option Year Two

Mod 008 - 07/09/2018: Incremental Funding

Mod 007 - 10/23/2017: Correct CAF, based on requirements of OASIS Ordering Guide page 15-16

Contract Access Fee (CAF) from .75% to .1% and addition of Section 23.0

Mod 006 - 08/23/2017: The purpose of this modification is to:

a. Reduction in the level of effort by deleting the previous PWS Sections 3.1 – 3.1.5 and updating the requirements by adding Sections 3.1 - 3.1.12

b. Modification of Section 3.2 portfolio numbers

c. Addition of Sections 3.8-3.10, which increase the level of effort

d. Increases to Section 11.0 Travel authorized amounts

Mod 005 - 08/23/2017: The purpose of this modification is to:

a. Changes to PWS Sections 3.1 – 3.1.5 and 3.2, Addition of Sections 3.1.6-3.1.12 and 3.8-3.10 and changes to Section 11.0 and 12.0

b. Add CLINS for CAF in ITSS

Mod 004 - 08/01/2017: Exercise Option Year One

Mod 003 - 11/02/2016: Addition of FAR Clause 52.228-3

Mod 002 - 10/04/2016: Administrative Modification to correct DUNS

Mod 001 - 09/22/2016: Addition of ODC for Media Tools - Addition of Section 12.4

1.0 Introduction: Work is to be accomplished for the United States Central Command (USCENTCOM) at MacDill AFB, Florida, herein referred to as Client, through the General Services Administration (GSA), Federal Acquisition Services (FAS), Assisted Acquisition Services Division (AASD), Southeast Sunbelt Region.

1.1 Points of Contact (POCs):

GSA Customer Account Manager (CAM):

Name: Amy Venckus

Address: 401 W. Peachtree Street, Suite 2700

Atlanta, GA 30308

Phone: (b) (6)

E-mail: amy.venckus@gsa.gov

GSA Senior Contracting Officer (SCO):

Name: Luis Marchand

Address: 401 W. Peachtree Street, Suite 2700

Atlanta, GA 30308

Phone: (b) (6)

E-mail: luis.paganmarchand@gsa.gov

Primary Client Representative (CR):

Name: Anita Rennie

Address: 7115 S. Boundary Blvd.

Bldg. 570 I S124

MacDill AFB, FL 33621

Phone: (813) 529-0227

Alternate Client Representative (CR): Name: MAJ Thomas Dolan

Address: 711 5 S. Boundary Blvd. Bldg. 570 I Sl24

MacDill AFB, FL 33621

Phone: (813) 529-0218

- **1.2 Background:** The mission of the Communication Integration Directorate (CCCI) is to serve as the principal advisor to the Commander on all internal and external communication strategies and to support the command's theater objectives. CCCI supports the command's obligation to keep the American people and regional audiences informed about USCENTCOM operations that lead to defeating our adversaries, improving regional stability and promoting and protecting U.S. interest in the USCENTCOM area of responsibility (AOR).
- **1.3 Objective:** Provide a contractor to USCENTCOM in support of the CCCI mission. In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and/or services to complement the Government's expertise in accomplishing its mission. The nature of this work will at times require the Contractor to be capable of quick response to stringent deadlines. This work will require security clearances as defined in the DoD Contract Security Specifications, DD Form 254.
 - **1.4 Contract Type**: Firm-Fixed Price.
 - 1.5 Period of Performance:

Base Year: 08/01/2016-07/31/2017
 Option Year One: 08/01/2017-07/31/2018
 Option Year Two: 08/01/2018-07/31/2019
 Option Year Three: 08/01/2019-07/31/2020
 Option Year Four: 08/01/2020-07/31/2021
 6-month Extension: 08/01/2021-01/31/2022

2.0 Scope: The Contractor shall provide all personnel, supervision, and other items and services necessary to support efforts to collect, translate, and interpret information in support of senior leader decision making, specifically regarding public opinion and the media. The contractor shall provide personnel with a full scope understanding of military, political, social and economic issues that USCENTCOM requires the ability to monitor, along with media activities domestically and in the USCENTCOM AOR, for relevance to USCENTCOM and to provide the Commander the ability to ensure distribution of accurate and timely official information, correct misinformation and support counter- propaganda efforts as defined in this performance work statement (PWS), except as specified in Section 3.0 as Government-furnished property (GFP) and services, at MacDill AFB, FL. The Contractor must perform to the standards in this Contract.

This effort will provide a 24/7 "information environment" watch capacity in the USCENTCOM Joint Operations Center (JOC); a highly skilled planning element for strategic communication and coordinating the command's Communication Integration Working Group (CIWG); and public affairs planning, media operations, and social media specialist missions. This PWS specifies deliverables. This requirement is in direct support of all Communication Integration efforts supporting Operations RESOLUTE SUPPORT and INHERENT RESOLVE, as well as other operations, exercises, and task forces as they arise in response to real-world U.S. and coalition military commitments and actions.

3.0 Performance Requirements: The Contractor shall provide all staffing, equipment, and materials necessary to perform the requirements as defined in this PWS. The Contractors shall perform to the performance standards in this Contract.

- Joint Operations Center Media Analysts: These personnel will serve as a watch stander 3.1 for CCCI on a rotational basis in the USCENTCOM Joint Operations Center (JOC). The JOC Media Analysts will be physically located in the JOC (24 hours/7 days 365 days/year, IAW shift schedules coordinated with U.S. Government representatives that also enable CCCI office media aisle coverage). Shift/weekend work will be required to ensure proper JOC coverage daily. The watch-stander will coordinate with other JOC team members, associated component staffs, and both higher and subordinate Headquarters (HQ) counterparts to begin formulation of initial courses of action during crisis events. Personnel will be responsible for researching, writing, and coordinating responses to media queries; and when directed and under U.S. Government supervision, answer media queries on a non-attributable basis provide updates to the CCCI staff, obtain products relating to operations, and report significant AOR events. Personnel will brief and interact with senior leaders of the command. Personnel must possess personal confidence, quality briefing skills, present a neat and orderly appearance, and be able to exercise sound judgement and initiative. Personnel will conduct media monitoring and real-time feedback on news and press coverage on key USCENTCOM issues, providing the ability to alert CCCI leadership of breaking coverage and to correct inaccurate reporting. Contractor personnel supporting this requirement must possess a Top Secret/Special Compartmented Information (TS/SCI) clearance at time of award. Additionally, the Contractor shall:
- **3.1.1** Prepare key briefing materials for USCENTCOM senior leaders and staff personnel, collect, analyze, and assess articles and broadcasts related to the USCENTCOM AOR as reported in the worldwide media, scoring those reports for comparative relevance to the HQ staff, and provide predictive analysis of potential future events and outcomes, as well as recommendations for the staff based on indicators seen in daily reporting.
- **3.1.2** Maintain situational awareness on and share information on current and future events that have the potential to garner positive, neutral or negative media exposure for CENTCOM and component activities focused primarily on Operation INHERENT RESOLVE (OIR), RESOLUTE SUPPORT (ORS), and other operations and activities in the CENTCOM AOR as necessary. The information will be used to develop required Response to Query (RTQ) and/or Talking Points (TPs) to support defensive operations to correct the record, limit negative reporting, etc. Analysts will also produce CENTCOM news clips on a daily basis
- **3.1.3** Work closely with all members of the JOC, elements of Joint Directorates, Special Staff, the CCCI Media Operations Section and all CCCI personnel, as appropriate, to assist in the assessment of operational events and assist in the development of time sensitive responses.
- **3.1.4** Attend necessary meetings, working groups to develop documentation used to support strategic planning.
- **3.1.5** Assist in the preparation of and present CCCl's portion of the daily Commander's Update Brief (CUB), Theater Update Brief (TUA), Senior National Representative Brief (SNR) as well as conduct media research analysis, ad hoc electronic staff packages, information papers, briefings and other products for the Commander, his staff, and others as needed.
- **3.1.6** Conduct research as required in order to write public affairs guidance (PAG), response to query (RTQ), and talking points (TPs) on key issues.
- **3.1.7** Plan and conduct daily conference calls with community PAOs, including both higher PA headquarters and USCENTCOM component PA offices.
- **3.1.8** Provide media training expertise to key senior USCENTCOM leaders or designated spokespersons.
- **3.1.9** Develop and provide preparatory books for key senior USCENTCOM leaders in advance of media engagements.
- **3.1.10** Develop and provide a timely rollup summary product to CCCI leadership and other USCENTCOM leaders at the end of a media engagement or coverage of a high profile issue.

- **3.1.11** Assist in the preparation of senior CCCI personnel in executing public affairs briefings (via DVIDs and/or conference calls) with the Pentagon Press Corps, including the development of timely talking points, taking notes on the briefings, researching queries in real-time as required, etc.
 - **3.1.12** Conduct timely and detailed DOPSR reviews IAW DoD Principles of Information, Public Affairs SAPP considerations and all applicable regulations and statutes of manuscripts/publications submitted for release or publication. The review will be made ICW other directorates as applicable and will include a Public Release determination which may be used for a Memorandum addressed either directly to the Author/Originator or to DOPSR.
- **3.2** Plans: Planning Officers will be ideally organized into the following portfolios: (subject to change per the director's guidance)
 - CIWG Leads (2)
 - Greater Levant (1)
 - Central and South Asia (1)
 - Arabian Peninsula (1)
 - Special Missions (2)
 - TOTAL
- 3.2.1 Communications Integration Working Group (CIWG) Leads: Assist in the synchronization of the plans, effects, themes and messages of USCENTCOM's deliberate and contingency communication activities and management of the assessment of those effects in order to ensure an integrated communication strategy. Direct the management of a collaborative and mutually supporting process to support the command's priorities of the CIWG. The Contractor is responsible for integrating J3, J5 (Plans), and J8 (Resources and Analysis) efforts into the process. Additional directorates will be integrated on a case-by-case basis as determined by topic(s). Contractor personnel supporting this requirement shall possess a TS//SCI clearance at time of award. Additionally, the Contractor shall:
- **3.2.1.1** Contribute to the development of a clearly defined CIWG agenda drawn from the full range of deliberate, steady state, scheduled, emerging and contingency activities within USCENTCOM.
- **3.2.1.2** Participate in the development of synchronization matrices listing objective, desired effects, themes, messages, enabling actions and assessment matrices identifying successful effects, themes and messages to be leveraged; unsuccessful effects, themes and messages to be modified; and gaps to be addressed.
- **3.2.1.3** Research communication strategy issues, analyze options, recommend course of action through reports, appears, briefings, and correspondence for presentation to the Combatant Command, OSD, Joint Staff, Service Headquarters, and other Government agencies. Coordinate with other affected offices throughout DOD and other agencies as required.
- **3.2.1.4** Provide technical assistance to other offices on assigned communication strategies and ensure communication products and strategies are coordinated with other board and working groups to align actions, engagements, words and images in support of theater strategy objectives.
- **3.2.1.5** Ensure overarching USCENTCOM and/or DOD policies are integrated into recommended communication products.
- **3.2.1.6** Provide primary assistance in assessment of communication activities in support of J8 analysis and assessment and J5 Key Leader Engagement (KLE) via the CIWG process.
- **3.2.1.7** Provide primary assistance in completion of a study for the development of a communication common operating picture as well as participate in study groups as needed to develop and prioritize capabilities and requirements for the Command.
- **3.2.1.8** Provide primary assistance in developing and staffing communication plans and products.

- **3.2.2 Planning Officers:** Planners will be responsible for maintaining situational awareness of USCENTCOM's current and future planning priorities. In addition to developing and coordinating written public affairs guidance (PAG) and talking points (TPs) on long-range issues and operations for senior USCENTCOM leadership, planners will be responsible for developing supporting public affairs and communications strategies, followed up with documentation to support USCENTCOM operational plans. Planners should continually liaise with USCENTCOM J5 and J7 directorates with respect to USCENTCOM engagements and exercises in the AOR, including the development of supporting public affairs plans and coordinating those plans with both higher PA authorities and subordinate PA commands. Planners will be expected to participate in USCENTCOM's B2C2WG organizational construct as necessary, as well as support emergent 24/7 shift surge requirements when necessary in case of crisis events or as directed by CCCI director.
- **3.2.2.1** Develop and coordinate plans for and participate in CONUS and OCONUS exercises in support of the J7 and component exercise program. Assess exercises successes and failures, providing feedback into after-action and lessons learned documents.
- **3.2.2.2** Coordinate and execute strategic communication seminars with AOR partner nations. This includes working with Embassy country teams, JS Theater Security Cooperation experts, partner nation Ministry of Defense officials and partner military public affairs leadership.
- 3.3 Media Operations Officers: Contract personnel on the Media Desk will be responsible for researching, writing, and coordinating responses to media queries; and when directed and under U.S. Government supervision, answer media queries on a non-attributable basis. Media Operations Officers will rotate on shift work as part of the 24/7,365-days/year CCCI Media Operations Cell (MOC), co-located with the JOC, to work with the JOC analysts to provide media monitoring and real-time feedback on news and press coverage on key USCENTCOM issues, providing the ability to alert CCCI leadership of breaking coverage and to correct inaccurate reporting. Additionally, Media Operations

Officers will:

- **3.3.1** Conduct research as required in order to write public affairs guidance (PAG), response to query (RTQ), and talking points (TPs) on key issues.
- **3.3.2** Plan and conduct daily conference calls with community PAOs, including both higher PA headquarters and USCENTCOM component PA offices.
- **3.3.3** Provide media training expertise to key senior USCENTCOM leaders or designated spokespersons.
- **3.3.4** Develop and provide preparatory books for key senior USCENTCOM leaders in advance of media engagements.
- **3.3.5** Develop and provide a timely rollup summary product to CCCI leadership and other USCENTCOM leaders at the end of a media engagement or coverage of a high profile issue.
- **3.3.6** Assist in the preparation of senior CCCI personnel in executing weekly public affairs briefings (via DVIDs and/or conference calls) with the Pentagon Press Corps, including the development of timely talking points, taking notes on the briefings, researching queries in real-time as required, etc.
- **3.4** Regional Media Specialists. The Regional Media Specialists are key personnel who play a vital role in the success of the communication integration process within CENTCOM. They will provide multilingual monitoring of AOR-specific foreign news sources, and provide timely and contextual analysis of current events and affairs, including: trend analysis on key issues developing over time; a range of foreign affairs complex issues; public opinion; and media sentiment, etc. Using foreign language fluency and regional expertise the Specialists will work closely with CCCI Leadership, Planning Officers and Media Operations Officers to ensure public affairs themes and messages within broader public affairs plans are contextually and appropriately nuanced at the following levels: historically; politically; socially; culturally; and economically. These key personnel shall offer a deep knowledge of international relations, especially as

issues apply to the interests the United States holds within different countries and regions, including: worldwide trade; international and/or regional law; US foreign policy and regional policy; economics; domestic security; terrorism; and regional environment/geography. Through research and continued study of a region, the Specialist is key and shall provide insightful, objective analysis that can be instrumental in assisting and advising each CCCI section on the formulation of a present approach to communications within the CENTCOM AOR, as well as future goals for the directorate.

Additionally, the Specialist will:

- **3.4.1** Provide cultural and language expertise as needed during non-working hours to the JOC and the MOC, to include written translation services when required
- **3.4.2** Engage in CENTCOM foreign language social media platforms to include Facebook, Twitter, etc., and to inform and educate audiences about key USCENTCOM themes and messages, in coordination with the Command Information Section Chief.
- **3.4.3** Provide foreign language news media expertise and advice to CCCI leadership. Proactively inform leadership of social, political, economic, and religious motivations behind major thought-provoking leaders (i.e. large news outlets, reporters, writers, or popular and well-regarded bloggers with online forum presences).
 - **3.4.4** Provide translation and advice regarding appropriate cut lines, captions, etc.
- **3.4.5** Be available to travel in the AOR to provide public affairs support and cultural expertise to CENTCOM leadership and on behalf of CCCI.
- 3.5 Social Media and Website Content Manager: The Social Media and Website Content Manager will be responsible for CCCl's English and foreign language social media and website platforms at the tactical level, to include creative design and technical maintenance, all under the strategic supervision of CCCl's Command Information Section Chief (USMIL). The Manager will also be responsible for oversight of statistical analysis of website and post views by URLs, regions, etc. The Manager will also produce frequent posts to CCCl's social media and website platforms, particularly during crisis events, and as requested by senior USCENTCOM leadership. By recognizing trending themes and social media statistics, the Manager shall recommend variations of messaging, themes and subject matter. Additionally, the Manager will be responsible for:
- **3.5.1** Remotely updating CCCl's English and foreign language social media and website platforms during non-working hours, if necessary.
- **3.5.2** Maintaining keen focus on the security requirements associated with CCCl's English and foreign language social media and website platforms, and work closely with USCENTCOM's J6 Directorate to ensure CCCl's adherence to USCENTCOM and DOD social media and website security requirements and policies.
 - **3.5.3** Providing administrative contractor support for Regional Media Specialists.
- **3.5.4** Writing and editing AP style feature stories for publication on the USCENTCOM website and social media platforms.
- **3.5.5** Having a working knowledge of website coding and design in order to best advise the command on how to display information for public viewing on the USCENTCOM website.
- 3.6 Photo journalist: The Photojournalist will be responsible for capturing photo and video coverage of command related events and activities, and writing feature stories or deep captions in AP Style for publication on USCENTCOM's website and social media platforms. The Journalist will also be responsible for recording and maintaining an historical record of CENTCOM coverage for quarterly update under the USCENTCOM historian. The Journalist may also be directed to travel with the USCENTCOM Commander in order to photograph, record and publish information for the general public, the media, and the USCENTCOM websites, as well as for command historical purposes. The Journalist will liaise with the Social

Media and Website Content Manager and the Regional Media Specialists to gage the types of coverage to consider during exercises, and during travel with general officers and/or other USCENTCOM-related travel. All developed products are for the approval of the Command Information Section Chief or appropriate CCCI U.S. Government representative.

- **3.6.1** Be available to work during non-working hours, especially as it relates to travel for USCENTCOM.
- **3.6.2** Provide both photographic and videographic support as needed. The Journalist should be able to shoot video for key exercise events and senior leader engagements, and then render and edit video and B-roll via video editing software for media release, for use on the USCENTCOM website, and for USCENTCOM in-house video productions.
- **3.6.3** Operate Defense Video and Imagery Distribution System (DVIDS) as required and have knowledge of filing B-roll and video through DVIDS for release.
- 3.7 Website Designer: The Website designer will be responsible for maintaining the USCENTCOM public-facing website: www.centcom .mil. The Website Designer will be IT certified and have advanced knowledge in JAVA Script, HTMLS/CSS3 and experience with content management systems {CMS}. The Designer is responsible for content implementation and maintenance of an extensive destination website, the creation of new pages and CMS templates. The Website Designer will also be responsible for:
- **3.7.1** Maintain, troubleshoot, and improve performance, functionality, and reliability as needed on the website and its CMS.
 - **3.7.2** Manage seasonal or event-based transitions of site content and imagery.
 - 3.7.3 Conduct tests on website design and functionality to include browser testing.
- **3.7.4** Ensure the site is in compliance with all DOD and CENTCOM website and IT security policies.
- **3.7.5** Maintain keen focus on the security requirements associated with CCCl's English and foreign language social media and website platforms, and work closely with USCENTCOM's J6 Directorate to ensure CCCl's adherence to USCENTCOM and DOD social media and website security requirements and policies.
- **3.7.6** Advise the command on proper courses of action to comply with future website initiatives that may be mandated by DOD.
- **3.7.7** Assist the Social Media and Website Content Manager, and Photojournalist in writing and editing content to be posted on USCENTCOM website and social media platforms.
 - **3.7.8** Write and edit feature stories and cut-lines in AP Style.
- **3.7.9** Assist the Photojournalist in the operation of Defense Video and Imagery Distribution System (DVIDS) and have knowledge of filing B-roll and video through DVIDS for release.
- **3.7.10** The Website Designer must be available to work during non-working hours to troubleshoot and maintain the USCENTCOM website, as required.
- 3.8 Media Analysis Product and Tool Support: USCENTCOM requires a twice-a-week analytical product that provides trends and indicators derived from open-source news and social media to inform CJTF and CCCI of prevailing opinions and influential spokespersons as impacted by ongoing activity in the CJTF and greater CENTCOM AORs, with specific issues assigned based on current and planned CENTCOM activities and other events on a case-by-case basis, as directed. The required products must be integrated into battle rhythm decision making cycles; suitable for inclusion in three/four-star level information

briefings. Products shall be based on collection and quantification of open-source news and social media; and shall leverage human-curated open source content in English and native Arabic from a variety of key regional media outlets, translated content from regional media available from the CIA's Open Source Enterprise, social media content from users in the region in English and Arabic, data on violent incidents and HR abuses collected from open source and proprietary in-country reporting, and global data collected from third-party aggregators. Products must be compiled from multiple analytical efforts, to provide context, perspective, and accuracy; with improved turnaround time for complex answers to complex questions.

CCCI requires a social media tool that provides the ability to schedule the posting of content across multiple social media platforms in one action, allowing, for example, the same photo and caption to be posted to Facebook, Twitter, Instagram, etc., in a single action. This tool will obtain metrics and insights beyond just the number of likes on Facebook or the number of retweets on Twitter. The required tool will synchronize and standardize reporting and analytics to provide a deeper understanding into sentiment and engagement to better quantify the effects of CENTCOM social media content. (Customer specifically requesting Hootsuite).

In both cases, the automated analysis and consolidation of reporting saves time and allows personnel to focus on creating new content. These tools and support will leverage technology and automated analytics to increase production of complex answers to complex questions that could otherwise be answered by manpower alone, enabling available manpower to perform more tasks.

- 3.9 Senior Public Affairs Subject Matter Expert (SME): To ensure synchronization of the CJTF-OIR products and provide additional support to the overall CCCI effort, USCENTCOM requires an additional senior public affairs subject matter expert for the CCCI team. This SME will participate in standing CCCI battle rhythm and maintain situational awareness of ongoing activities; derive and develop inputs and guidance for the above analytical process and product development effort; integrate products and analysis back into the CCCI battle rhythm and decision cycle; and provide additional planning and synch support to ensure analysis and coverage on emerging activities of specific command interest. Specific duties include but are not limited to:
- Synchronization POC for media analysis tool input and output, ensuring topics are vetted through CCCI director (and CCCI staff sections), as well as CJTF-OIR PAO. Coordinate with outside media analysis development team to ensure resulting products meet client's needs.
- Use public affairs and strategic communication expertise, planning skills, knowledge of the CENTCOM AOR, and the information from Working Groups and Operational Planning Teams to support the Communication Integration Working Group (CIWG); and provide operational data and media research and analysis to prepare public affairs guidance (PAG) and respond to query (RTQ) documents.
- Provide support and expertise in the development and synchronization of communication strategies, objectives and themes for deliberate and contingency planning at the strategic and operational levels. Develop exercise planning and PAG, and provide exercise support in CONUS and OCONUS.
- Collaborate with J5-Strategic Engagements, J3-Information Operations, J7-Exercises and other offices within USCENTCOM. Coordinate with OSD-Public Affairs, Services PA, Interagency PA and USCENTCOM Component Commands to formulate initial courses of action and develop time sensitive responses.
- Develop and review Public Affairs and Strategic Communication Annexes for Operation Orders and Contingency Plans.
- Collect, analyze and assess international and regional media in the Middle East and Central Asia, identify risks and opportunities, and make recommendations for media engagement.
- Produce media read-ahead books for the CENTCOM commander and other key leaders. Track Twitter and other social media of influential people and organizations, and make recommendations for engagement. Maintain database of articles and talking points in OneNote.

- **3.10 Admin and Leadership Synch Support:** CCCI requires a Senior Executive Assistant to support the CCCI Director (O6); this position is an E6/7 equivalent position. This assistant will manage correspondence, calendars, telephones, reception-like functions, travel coordination, document preparation, information management, and other administrative functions.
- **4.0** Security Requirements: The Contractor shall have SECRET clearance prior to Contract award although TS//SCI clearance is preferred to perform Sections 3.1 to 3.7.10 requirements. For those required to work at USCENTCOM, the Government will furnish the contractor with a photo security badge and key card, which will provide the contractor access to all required spaces at USCENTCOM. The Contractor will abide by the rules governing display and safeguarding of the badge and key card and will report any lost or stolen badge/key card immediately to the Special Security Officer (SSO). Interim or TS or TS//SCI clearances will not be considered acceptable at time of award. The Contractor shall submit completed clearance packages at contract performance start. Upon any increase in security requirements after award, updated clearance packages must be submitted within ten (10) calendar days of identification of any such increase.
- **4.1 Breach of Security:** Neither Contractor nor any Contract personnel shall disclose nor cause to be disclosed any information concerning operations which could result in or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of operations.
- **4.2** Classified Information: Disclosure of information, to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor, or any person under their control, may subject the Contractor, their agents or employees, to criminal liability under 18 U.S.C. §793 and §798.
- **4.3 Physical Security:** The Contractor shall be responsible for safeguarding all Government property, official information (classified and unclassified) and controlled forms provided for Contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured. When not under the direct control of Contractor personnel, all Government facilities, equipment, and materials utilized by Contractor personnel shall be secured.
- **4.4 Privacy Act:** Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a, and applicable agency rules and regulations.
- **5.0 Deliverables:** All deliverables shall become the property of the U.S. Government and the Contractor shall provide the deliverables with unlimited data rights. Unless otherwise stated, all deliverables shall be submitted in both hardcopy and electronic media. Monthly Reports: Each report following the close of the calendar month. Each report shall be submitted in the GSA's electronic Web- Based Order Processing System (currently ITSS).
- **5.1 Monthly Reports:** Each report shall be due the 14th day of the following month, following the close of the calendar month.
 - **5.2 Monthly Status Report (MSR):** The MSR shall contain the following information:
 - Brief description of requirements
 - Brief summary of accomplishments during the reporting period and significant events regarding the order
 - Deliverables submitted or progress on deliverable products
 - Any current or anticipated problems
 - Brief summary of activity planned for the next reporting period
 - Provide details of any travel (i.e. traveler's name, reason for travel, dates, destination, and related charges)
- **6.0 Performance Criteria:** The Services Summary identifies the performance objectives and performance thresholds for all critical requirements associated with providing the services outlined in this PWS. This section contains only those items considered most important for mission accomplishment. The performance objectives are those services/tasks required in the PWS. The performance threshold briefly

describes the minimum acceptable levels of service required for each requirement. The thresholds are critical to mission success. The Government requires the Contractor to perform at the acceptable levels throughout the life of the contract.

Performance/Deliverables Matrix:

Performance	Standard	AQL	Method of
Indicator	Standard	/\QL	Surveillance
3.1	Provide an accurate and timely representation of the open- source media environment affecting the USCENTCOM AOR.	Provide real time interpretation to Director USCENTCOM Communication Integration (CCCI)	Periodic inspection
3.1	Provide 24-hour, 7-day-per-week (including holidays) capability to liaise with operational elements of the USCENTCOM HQ, as directed by CCCI	Stands watch on JOC floor and work with USCENTCOM J2, J3 and other elements as required	100% inspection
3.1	Complete weekly period reports that detail accomplishments and utilization during the previous week. These weekly reports shall be made available to the U.S. Government on request.	Document all requirements accomplished during previous week. Deliver report no later than Monday morning of the following week.	Periodic inspection
3.1 and 3.4	Provide advice on effective methods of communicating intent through understanding of audience perception and opinion.	Prepare required desk notes, info papers, reports, in-depth analysis, and/or specialized presentations on events and issues on an as needed basis within an agreed-upon timeframe. No more than one (1) late document per month and no more than three (3) days late.	Periodic inspection
3.1-3.8	Assist in office administration, such as answering the telephone, keeping the work area clean, assisting in weekly assigned group duties, such as special events, break room duties, etc.	Maintain work area on a daily basis ensuring all documents are filed and the desk is trash- free.	Periodic inspection
3.1-3.8	Comply with applicable portions of the DD Form 254 for requirements. Provide specific reports, products, collect and analyze data as required.	No security violations. 98% delivery timeliness and content accuracy.	100% inspection Periodic inspection
3.1.5	Develop and disseminate a timely and accurate daily news clips product to CENTCOM leadership.	Provide news clips in the proper format and at the not-later-than designated time as dictated by CCCIM. This product will be free of typographical and grammatical errors.	
3.2.1 and 3.2.2	Act as CCCI Planning Liaison and Representative for all councils, boards, bureaus, working groups, cells, and teams as designated by CCCI-P division chief.	Attend all meetings with no more than two (2) absences per quarter, with no client complaints.	100% inspection
3.4	Act as liaison for USCENTCOM to regional media.	Attend all conference calls with no more than two (2) absences per quarter, with no client complaints.	Periodic inspection
3.4.1	Provide accurate and timely PAG,	Coordinate with component	100%

	RTQ and/or TPs on key issues.	commands and staff sections as needed. Deliver product(s) to CCCI-M or designated personnel by deadlines. Ensure product(s) meet standards set by CCCI-M.	inspection
3.4.4	Develop and provide preparatory books for key senior USCENTCOM leaders/designated spokesperson.	Coordinate with component commands and staff sections as needed. Must include current key issues and regional/country talking points as set by CCCI-M or designated personnel. Deliver up-to-date product to CCCI-M or designated personnel at least once a month (by last Friday of month).	100% inspection
3.4.5	Develop and provide a timely rollup summary product to CCCI leadership and other CENTCOM leaders at the end of a media engagement or coverage of a high profile issue.	Provide media reporting within 24 hours. Provide summary and/or transcript of the event within 24 hours.	100% inspection

- 6.1 Inspection and Acceptance: Inspection and acceptance will occur in accordance with FAR 52.246-3, Inspection of Services-Fixed Price. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the CR's findings within five (5) work days of normally scheduled review. If the deliverables are not acceptable, the CR will notify the PM immediately. All deliverables shall be timely, accurate, and presented in accordance with this Performance Work Statement. The Quality Assurance Personnel (QAP) will determine final acceptance of all products. To determine contract compliance, the QAP will acknowledge receipt of all products. This will attest to the on-time and satisfactory nature of each product delivered. Examples of acceptable report/deliverable formats used by CCCI will be provided to the Contractor at Contract start date.
- **6.2 Unsatisfactory Work:** Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables found by the Government as a result of quality assurance surveillance, not later than five (5) workdays after notification of non-conformance.
- **7.0 Government Furnished Property and Services:** The Government shall provide the Contractor necessary access to Government personnel with functional, activity, management information, and planning process expertise required to perform the requirements outlined herein. For Contractor personnel required to work at USCENTCOM HQ, the Government shall provide such support as office space, furniture, computers, forms, normal office supplies, classified and unclassified storage, fax, and Internet and telephone access. The telephone and network access shall be for official use only and shall be subject to communication management monitoring and security monitoring in accordance with AR 105-23 and 380-53, respectively. All furnished equipment, spaces, accesses and badges, will be returned to the Government's control on or before 30 days after completion of the contract. For Contractor personnel working off-site, the Contractor will provide such support as blackberries, computers, normal office supplies, fax, and Internet and telephone access.
- 7.1 Office Space: The Government will provide, and/or make available, administrative office space as described below. Government facilities comply with Occupational Safety and Health Administration (OSHA) work-place standards. Should hazards be identified, the Contractor will notify the Government in writing, and the Government will correct the hazard, taking into account safety and health priorities. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The Government assumes no liability or responsibility for the Contractor's compliance or noncompliance with such responsibilities. The contractor shall not alter or modify the furnished office space without specific written permission from the Government. The Contractor shall return all facilities and equipment to the Government at the end/termination of the Contract. The office space and equipment provided for use in the performance of this Contract shall be used only for performance of this Contract.

11

8.0 General Information:

- 8.1 Government Responsibility: The Government shall provide points of contact (POCs) for this PWS. The POCs shall be the primary representative of the Government coordinating the technical performance of the contract. The QAP and the POCs shall be the sole Government representatives authorized to give technical direction/coordination to the Contractor on the contract and shall be responsible for the provision of Government-Furnished Information or Equipment (GFI/GFE) for those required to work on-site. However, the Government POC retains the right to delegate this oversight for technical compliance of the PWS due to the varied requirements and different buildings from which these personnel will operate. Any delegation of technical compliance oversight will be provided to the Contractor in writing. The Government shall identify POCs for this PWS upon contract award. The Government will furnish the Contractor with access, as needed, to all pertinent documentation at USCENTCOM, Director of Communication Integration (CCCI), within five working days of contract award.
- **8.2** Contracting Officer's Representative (COR) Designation: After contract award, the Contracting Officer will appoint a COR and issue a COR Designation Letter stating the authority of the COR. The contractor will receive a copy of the written designation.
- **9.0** Quality Control Plan: The contractor shall develop, maintain, enforce, and document a Quality Control Plan (QCP). The QCP shall ensure that the Government receives the level of quality that is consistent with the requirements specified. The QCP shall be made available of Government review upon request. The contractor shall be responsible for overall responsiveness, cost control, adherence to schedules, responsible and cooperative behavior, quality of work, subject matter expertise, level of understanding of USCENTCOM and CCCI missions, and commitment to satisfaction. The QCP shall include the following minimum requirements:
- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.
- All records of inspections performed shall be retained and made available to the Government upon request throughout the Contract performance period, and for a four-year period after Contract completion and/or until final settlement of any claims under this Contract.
- 10.0 Quality Assurance: The Government will evaluate the Contractor's performance of this Contract. For those requirements listed in the Performance Matrix, the CR or other designated evaluator will follow the method of surveillance specified in this Contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the CR or other designated evaluator will require the Contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the Contractor has been made aware of the non-compliance. Government surveillance of requirements not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this contract. Such surveillance will be completed according to standard inspection procedures or other contract provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the Contract.
- **11.0 Proposed Labor and Knowledge Mix:** The following labor categories (or equivalent) and knowledge qualifications are preferred to be proposed in the mix of labor:

Labor Categories	Headcount Allocation	Estimates of Hours
CCCI Program Manager	1	1920
CCCI JOC Media Analysts	5	9600
CCCI Planning Officers	7	13440
CCCI Media Operations Officers	4	7680

CCCI Social Media and Website Content	1	1920
Manager		
CCCI Photojournalist	1	1920
CCCI Website Designer	1	1920
CCCI Regional Media Specialists	7	13440
2 Arabic; 1 Dari; 1 Turkish		
1 Pashtu; 1 Farsi; 1 Russian		
Senior Public Affairs SME	1	1920
CCCI Executive Assistant (Senior)	1	1920
TOTAL	29	55680

JOC Media Analysts

- Experience in media communications, dissemination techniques and methods.
- Experience in how to conduct research in support of media mapping to determine pertinent media sources identified countries.
- Knowledge of how to conduct research to determine key foreign communicators (government officials, journalists, religious leaders, etc.) their leanings and target audiences.
- Knowledge of the structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Educational background in communications, public affairs, journalism, and/or international affairs.
- Experience with Microsoft Office Suite and SharePoint.
- Knowledge of the U.S. military structure, culture, and language.
- Excellent communication, briefing, public affairs, and critical thinking skills.
- Ability to effectively collaborate as a team.
- Previous U.S. military experience a plus.

Planning Officers

- Extensive knowledge of strategic planning, resource allocation, leadership technique and coordination of people and resources to include developing broad, organization-wide communication strategies that support identified communication goals, needs, and objectives.
- Knowledge of global outreach dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.
- Knowledge of analyzing programs and activities across the project and organization and designated target audiences.
- Knowledge of developing and maintaining effective working relationships with established internal and external sources of news and information for employees.
- Educational background in communications, public affairs, journalism, and/or international affairs.
- Experience with of Microsoft Office Suite and SharePoint.
- Knowledge of the U.S. military structure, culture, and language.
- Excellent communication, briefing, public affairs, and critical thinking skills.
- Ability to effectively collaborate as a team.
- Previous U.S. military experience a plus.

Media Operations Officers

- Knowledge of media communications, dissemination techniques and methods, as well as experience with crisis communications.
- Knowledge of and the ability to concisely and efficiently research, write, and coordinate responses to media queries; the ability to answer media queries without attribution, when directed.
- Knowledge of how to conduct research to determine key foreign communicators (government officials, journalists, religious leaders, etc.) their leanings and target audiences.
- Knowledge of the requirements for writing effective and timely public affairs guidance, response to query, and talking points on key issues pertaining to the USCENTCOM AOR.

- Knowledge of global outreach dissemination techniques and methods. This includes alternative ways to inform and educate via written, oral, and visual media.
- Knowledge of effective media training techniques and the ability to effectively and tactfully train senior USCENTCOM leaders or designated spokespersons.
- Knowledge of the planning requirements for press conferences, conference call coordination, and remote briefings.
- Knowledge of current social media applications and technologies, particularly those used by the U.S. military, including DVIDs.
- Ability to developing and maintaining effective working relationships with established internal and external sources of news and information for employees.
- Educational background in communications, public affairs, journalism, and/or international affairs.
- Knowledge of Associated Press (AP) Style, Microsoft Office Suite and Share Point.
- Knowledge of the U.S. military structure, culture, and language.
- Excellent communication, briefing, public affairs, and critical thinking skills.
- Ability to effectively collaborate as a team.
- Previous U.S. military experience a plus.

Regional Media Specialists

- Fluency/expertise in speaking, writing and reading at least one USCENTCOM AOR languages, e.g. Arabic, Farsi, Russian, Turkish, Urdu/Pashto and/or Dari (3/3/3 or higher desired).
- Deemed expert analyst of foreign media sources, government -sponsored media outlets, and current events and affairs, including trend analysis on key issues developing overtime, a range of foreign affairs complex issues, and public opinion and media sentiment, etc. historically, politically, socially, culturally and economically.
- In-depth knowledge of international relations, and especially United States government regional interests, including worldwide trade, international and/or regional law, US foreign policy and regional policy, economics, domestic security, terrorism, and regional environment/geography.
- Skilled researcher with continuing and advanced academic study of a region of specialty, and therefore able to provide insightful, objective analysis that can be a key instrumental factor in assisting CCCI with formulation of a present approach to communications and future goals.
- Vast knowledge of and expertise in the geopolitics, cultures, histories, customs, and nuances of USCENTCOM AOR countries. Course of educational study in one or more of these areas is preferred.
- Ability to provide timely and contextual analysis of foreign media sources, including trend analysis and media sentiment on issues impacting the USCENTCOM AOR.
- In-depth knowledge of culture-specific mainstream media communications and dissemination techniques and methods.
- Knowledge of how to conduct research to determine key foreign communicators
 (government officials, journalists, religious leaders, etc.) their leanings and target audiences.
- Experience with Associated Press (AP) Style, Microsoft Office Suite and SharePoint.
- Advanced educational background, preferably masters or doctoral level and/or ten or more years of work experience in public affairs, journalism, communications, foreign affairs, political science, or international affairs, plus applicable languages..
- Knowledge of the U.S. military structure, culture, and language, as well as the broader U.S. national security apparatus.
- Excellent proven communication and briefing capabilities, public affairs and relations, and critical thinking skills.
- Ability to effectively collaborate with a team and coordinate and advise on important communication integration projects.
- Previous U.S. military or Department of Defense experience a plus, as is working with broader U.S. Government entities, especially the U.S. Department of State.
- Knowledge of social media applications and technologies, to include FaceBook, Twitter, etc.

Social Media and Website Content Manager

- Knowledge of social media platform and website development, management, and security technologies and protocols.
- Knowledge of key analytics and metrics pertaining to social media platforms and websites.
- Ability to develop and maintain all aspects of the unclassified USCENTCOM official website, including security, maintenance, design, and coding/programming.
- Knowledge of procedures and tools for monitoring web traffic, developing web content, and coordinating technical issues and support with the USCENTCOM web host/server.
- Knowledge of the technologies required to provide creative and dynamic real-time design changes and updates to USCENTCOM's web site and social media platforms in response to USCENTCOM senior leadership requirements during both crises and peacetime.
- Knowledge of creative webpage design layouts, as well as the applicable technologies to create dynamic website features.
- Ability to effectively communicate with website host server personnel as required, incorporating and integrating data from back-end services and databases.
- Knowledge of emerging social media and website technologies and industry trends, and the ability to apply those to USCENTCOM's website and social media platforms.
- Experience with Associated Press (AP) Style, Microsoft Office Suite and SharePoint, as well
 as applicable software platforms and coding languages, e.g. HTML/CSS, PHP, ASP .NET,
 and/or JavaScript.
- Knowledge of the U.S. military structure, culture, and language, as well as the unique specific limitations under which U.S. military websites and social media platforms are constrained.
- Educational background in web design/social media, computer science, programming, communications, public affairs, and/or journalism.
- Excellent communication, briefing, public affairs, and critical thinking skills, as well as problem diagnosis and creative technical problem solving skills.
- Ability to effectively collaborate as a team.
- Previous U.S. Military experience a plus.

Photojournalist

- Knowledge of publishing photos, stories, press releases, and news articles in Associated Press Style, sometimes under compressed timelines.
- Working knowledge of photo and video editing with Adobe Creative Suite particularly within Photoshop and Premiere.
- Knowledge of the U.S. military structure, culture, and language, as well as the unique specific limitations under which U.S. military websites and social media platforms are constrained.
- Knowledge of trending themes and social media statistics, with the ability to recommend changing messaging, themes and subject matter.
- Experience with Associated Press (AP) Style, Microsoft Office Suite and SharePoint.
- Ability to travel on potentially short notice for up to several weeks at a time and be able to function in potentially austere and politically unstable or unsecure environments.
- Educational background in web design/social media, computer science, programming, communications, public affairs, and/or journal ism.
- Must be able to attain an official US Government Passport.
- Excellent communication, briefing, public affairs, and critical thinking skills, as well as problem diagnosis and creative technical problem solving skills.
- Ability to effectively collaborate as a team.
- Knowledge of the DVIDS satellite live-broadcasting system a plus.
- Previous U.S. military experience a plus.

Website Designer

- Previous demonstrated expertise in web design.
- Advanced knowledge and certified proficiency in HTMLS/CSS3.
- Knowledge of key analytics and metrics pertaining to social media platforms and websites.
- Ability to develop and maintain all aspects of the unclassified USCENTCOM official website, including security, maintenance, design, and coding/programming.
- Knowledge of procedures and tools for monitoring web traffic, developing web content, and

- coordinating technical issues and support with the USCENTCOM web host/server.
- Knowledge of the technologies required to provide creative and dynamic real-time design changes and updates to USCENTCOM's web site and social media platforms in response to USCENTCOM senior leadership requirements during both crises and peacetime.
- Knowledge of creative webpage design layouts, as well as the applicable technologies to create dynamic website features.
- Ability to effectively communicate with website host server personnel as required, incorporating and integrating data from back-end services and databases.
- Knowledge of emerging social media and website technologies and industry trends, and the ability to apply those to USCENTCOM's website and social media platforms.
- Experience with Associated Press (AP) Style, Microsoft Office Suite and SharePoint, as well
 as applicable software platforms and coding languages, e.g. HTML/CSS, PHP, ASP .NET,
 JavaScript, or Ruby on Rails.
- Knowledge of the U.S. military structure, culture, and language, as well as the unique specific limitations under which U.S. military websites and social media platforms are constrained.
- Educational background in web design/social media, computer science, programming, communications, public affairs, and/or journalism.
- Excellent communication, briefing, public affairs, and critical thinking skills, as well as problem diagnosis and creative technical I problem solving skills.
- Ability to effectively collaborate as a team.
- Previous U.S. military experience a plus.
- **12.0 Reimbursable Costs:** The inclusion of reimbursable costs is a direct allocation of costs associated with support of this contract. Travel, material, and communication services (all referred to herein as Other Direct Costs (ODCs) incurred shall be funded and approved in writing by the Government prior to commencement.) The Government may modify requirements to increase or decrease contract related reimbursable costs based on need and associated costs. All costs should be billed based on actual expenditures. General and Administrative (G&A) charges shall be identified and billed as a separate line item. The contractor shall report to the Government when 75% of awarded and funded reimbursable cost ceilings have been reached for each ODC cost element listed below
- 12.1 Travel Costs: Costs for transportation may be based on mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to Contractors, shall provide the basis for the determination as to whether travel costs are reasonable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Exceptions to these guidelines shall be approved in advance by the Contracting Officer.
- **12.1.2 Travel Requirements:** The Contractor shall be available for conferences and meetings to be held at various locations both within the United States and OCONUS as scheduled by the QAP. The QAP will provide a minimum of three working days' notice for meetings held CONUS or seven working days' noticed for conferences and meetings held outside the United States. When required, the Government shall pass security clearances and Sensitive Compartmented Information {SCI} access requirements to organizations to be visited by the Contractor, in conjunction with this contract. Travel will be required to fulfill the requirements of this contract. The Government shall attempt to identify all travel locations per requirement in advance.

 Base Period:
 \$70,912.80

 Option Year One:
 \$73,040.18

 Option Year Two:
 \$75,231.39

 Option Year Three:
 \$77,488.33

 Option Year Four:
 \$79,812.98

 6-month Extension:
 \$39,906.49

12.2 ODCs: To include Media Tools (subscriptions to mission essential publications) and other

items required in Section 3.8.

- **12.3 G&A:** If applicable, the Contractor shall identify the G&A and cost associated with individual ODCs. The Contractor shall maintain calculations of available contract dollars budgeted and reflect G&A and reimbursable ODC line items separately in the MSR. The application of G&A on ODCs must be in accordance with a contractor's cost accounting standards and disclosure statements.
- 13.0 Performance of Services during crisis declared by the President or Secretary of Defense: IAW DoD 3020.37 (Continuation of Essential DOD Contractor Services during Crisis), unless otherwise directed by an authorized Government representative, it is determined that services required under this Contract may be performed on an extended basis (up to 24 hours per day, as required) to support an activation or exercise of contingency plans outside the normal duty hours Emergency situations (e.g. accident and rescue operations, civil disturbances, natural disasters, military contingency operations, and exercises) may necessitate the Contractor providing increased or reduced support as determined by the Contracting Officer. Any change in performance of services during an emergency situation will be negotiated and priced separately. All basic services will continue as directed by the Contracting Officer. During such periods, some or all of the personnel employed under this Contract may be identified as "emergency essential" and may be granted access to the base during increased security measures. The Contractor shall provide to the Contractor Officer a Contingency Plan for review and be able to make available upon request a "Base Access Listing of Essential Personnel."
- 14.0 Contract Personnel: The Contractor shall provide a sufficient number of personnel possessing the skills, knowledge, and training to satisfactorily perform the services required by this PWS. The Contractor shall not employ person who are identified to the Contractor by the Contractor Officer as potential threats to the health, safety, security, general wellbeing, or operational mission of the installation and its population. All Contractor personnel shall be able to fluently understand, read, write, and speak English. The GSA CO may require the Contractor to remove employees from the workplace for reasons of misconduct or security. The Contractor shall ensure employees have current and valid certifications and licenses, as identified by the Government or Federal, State, and local requirements or laws, to accomplish the services of the PWS prior to starting work. The Contractor shall not employ any person who is an employee of the United States Government if employing that person would create a conflict of interest or the appearance of a conflict of interest.

The Contractor is cautioned that off-duty active military personnel hired to perform work may be subject to permanent change of station, change in duty hours, or deployment. Military Reservists and National Guard members may be subject to recall to active duty. The abrupt absence of these personnel could adversely affect the Contractor's ability to perform; however their absence at any time shall not constitute an excuse for non-performance.

- **15.0 Key Personnel:** The Contractor shall identify key personnel in their proposal. Any substitution of key personnel must be of equally qualified individuals as those identified in the Contractor's proposal.
- **16.0 Place of Performance:** The primary place of performance is in USCENTCOM, MacDill AFB, and Tampa, FL. The alternate performance area includes the Contractor's facility or other vendor facilities (offsite). The specific place of performance will be determined as required depending on mission requirements.
- **16.1 Normal Hours of Operation:** The normal hours of operation for the installation are 7:30 a.m. to 4:30 p.m. Monday through Friday, excluding Federal holidays and any other days specifically designated by the Contracting Officer. Unless otherwise noted, all services included in this PWS require the Contractor to perform during normal hours of operation. The Government maintains the option to permanently change the hours and days of operation. Situations may require extended hours of operations, to include military exercises, contingency operations, or weather emergencies. When Contractor access to the work area conflicts with a mission requirement, the Contractor shall schedule the work to minimize the disruption. Such scheduling may require work to be accomplished at times other than normal hours of operation.
- **16.3 Federal Holidays:** The Contractor shall observe the same holidays as observed by the Government, as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January or the Friday preceding or the Monday following
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July or the Friday preceding or the Monday following
Labor Day	First Monday in September
Columbus Day	2nd Monday in October
Veterans Day	11 November or the Friday preceding or the Monday following
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December or the Friday preceding or the Monday following

- 17.0 Records Management: The Contractor shall ensure all records (according to Title 44, United States Code, Public Printing and Documents, Section 3301, include all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics), files, documents and working papers provided by the Government, and/or generated for the Government in the performance of this contract, remain Government property and are maintained in accordance with established Federal Records Act (Public Law 81-754), Freedom of Information Act (Public Law 90-23), Privacy Act of 1974 (Public Law 93-529), (DoD), and HQ USCENTCOM directives, and shall be used for official use only. Government owned records will be segregated from the company-owned records. Records management at the functional level is life-cycle management (creation, maintenance, storage and use, and disposition) of information as a Government record, regardless of the media. Action to destroy Government records can only be based on authorized records disposition schedule (RDS) as approved by the National Archives and Records Administration (NARA). If there is no NARA disposition, records will be maintained until disposition is established. All data created for Government use and delivered to, or falling under the legal control of, the Government are federal records and shall be managed in accordance with NARA and objectives and policies of the DoD, HQ USCENTCOM directives, and the records management legislation as codified in 44 U.S.C., Public Printing and Documents, chapters 12, 29, 31,33, and 35 and the Freedom of Information Act (5 U.S.C. 552), Privacy Act (5 U.S.C. 552a), and Public Law 100-235 and shall be scheduled for disposition in accordance with 36 CFR Chapter XII Part 1228, Disposition of Federal Records, and the HQ USCENTCOM RDS. All reports, records, files, documents, maintenance policies/operating instructions and working papers shall be made available to Government personnel, as requested.
- 18.0 Personal Services/Inherently Governmental Functions: In this effort, the Contractor shall provide strictly non-personal services and shall work as an independent Contractor not subject to supervision or control by the Government. The Contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently Government functions. The Contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, Contractor personnel shall wear appropriate identification (in accordance with NSWC or other applicable Government policy), identifying themselves as Contractor personnel. At all meetings, conferences, or sessions with Government personnel, Contractor personnel shall clearly identify their status as Contractor employees. While performance of this effort shall not require inherently governmental services, it may include services that are closely associated with inherently governmental functions as defined in Section 804 of the FY 2005 National Defense Authorizations Act. All reports and draft documentation delivered under this contract are the property of the U.S. Government unless properly identified, noted, and documented as specified in the contract. The client shall not direct the Contractor to do the following:
 - Assign additional work outside the original scope of work
 - Direct a change
 - Increase/decrease costs or period of performance
 - Change any of the terms and conditions of the contract
 - Increase the scope of the contract
 - Creating a binding obligation upon the Contractor or the Government

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this contract is not being used to procure

personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

- **18.1 Limitation of Contractor Responsibilities:** The Government shall exercise all signatory and decision-making authority relative to the assigned requirements .The Government shall monitor all work in progress to ensure correctness and completeness. Contractor personnel will be provided Contractor support guidelines consistent with prohibitions on personal services contracting and inherently Governmental functions. Specifically, the Contractor shall not:
 - Approve, decide, or sign as a Contracting Officer;
 - Negotiate with Government suppliers;
 - Accept or reject supplies or services;
 - Determine disposal of Government property;
 - Direct other Contractor or Government personnel;
 - Determine cost reasonableness, allowability, or allocability;
 - Vote on a source selection board;
 - Supervise Government personnel;
 - Approve Government requirements or plans; or
 - Determine policy.

This list is not all inclusive and additional restrictions are included in FAR 7.503. Under the guidelines of non-personal services contracts, the Contracting Officer shall have technical, not supervisory, oversight responsibilities of Contractor personnel.

- **19.0 Problem Resolution:** The contractor shall bring problems, or potential issues, affecting performance to the attention of the CR and the GSA PM as soon as possible. Verbal reports will be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor will work cooperatively with the Government to resolve issues as they arise.
- **20.0 Section 508 Compliance:** The Industry Partner shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended {29 U.S.C. 794d} requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency. The industry partner should review the following web sites for additional 508 information: http://www.section508gov/index.cfm7FuseAction=Content&ID=12 http://www.access -board.gov/508. htm http://www.w3.org/WAI/Resources
- **21.0 Past Performance Information:** In accordance with FAR 42 .15, Contractor Performance Information, interim and final past performance information will be submitted by the GSA Contracting Officer, GSA Customer Account Manager, or COR. Per GSAM 542.1503(c), the Contracting Officer Director will make the final decision regarding disagreements related to performance evaluations between the Contracting Officer and the Contractor.
- **22.0 Invoice Payment Information:** The invoice shall include itemized charges and other direct costs (ODCs) authorized by the COR which are within scope of this task order (e.g., travel and/or materials) and reflect the details specified below

Invoices shall be submitted to GSA ASSIST (ITSS) and the Central Invoice System (CIS) web-based Order Processing System (https://portal.fas.gsa.gov/). The Contracting Officer Representative (COR) and the GSA Customer Account Manager or Contract Specialist will approve each invoice in CIS prior to payment. Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection.

An invoice for completion of each deliverable shall be electronically delivered to the Client Representative via the GSA electronic contract management system by the twentieth (20th) calendar day of

the month following delivery for client and GSA acceptance. A copy of the invoice shall be attached to the associated deliverable "Acceptance Report" posted in GSA Information Technology Solution Shop (ITSS) located on the web at https://web.itss.gsa.gov/Login. The invoice shall be submitted on official company letterhead.

For reimbursable expenses, the invoiced charges shall not exceed the limit specified in the task order. No charges shall be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support the charges. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment.

The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task order number in the AAS Business Systems Portal, ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the System for Award Management (SAM), http://www.sam.gov. Mismatched information will result in rejected payments.

- a. Company Name Legal Business Name and Doing Business As (DBA) Name
- b. Mailing Address Contact and Address Information
- c. Remittance Address Remit To Address Information
- d. Employer's Identification Number Federal Tax ID
- e. DUNS (Data Universal Numbering System)

The contractor shall provide the following information on each invoice submitted:

- a. Invoice Number must not include any special characters; ITSS and the invoice must match
- b. ACT Number from GSA Form 300, Block 4
- c. GSA Task Order Number must match ITSS
- Contract Number from GSA Form 300. Block 3.
- e. Point of Contact and Phone Number
- f. Remittance Address
- g. Delivery date or Period of Performance for the billing period
- h. Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
- i. Prompt Payment Discount, if offered
- j. Total Invoice Amount must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- k. Total cumulative task order amount and burn rate
- **23.0** Contract Access Fee (CAF): The CAF is .1% based on the OASIS Contract Ordering Guide page 16 which states "Additionally, any task ordered by GSA Assisted Acquisition Services (AAS) shall have a reduced fee of .1%." from the highest tier of .75%.
- **24.0 Contract Closeout:** The Contractor shall submit a final invoice within sixty (60) calendar days after the end of the performance period. After the final invoice has been paid, the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This Release of Claims is due within fifteen (15) calendar days of final payment.

25.0 Appendices:

- Appendix A -Applicable FAR and DFAR Clauses.
- Appendix B -Applicable Technical Orders, Specifications, Regulations, Manuals, and Information Access
- Appendix C MacDill Contractor Security
- Department of Defense Contract Security Classification Specifications (DD254)

Appendix A

Applicable FAR DFAR and GSAM Clauses and Provisions

FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985).

- (a) The offeror certifies that -
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a){I} through (a){3} of this provision; or (2)
 - (i) Has been authorized, in writing, to act as agent for the following principal s in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a){I) through (a)(3} of this provision
 - _ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) of this provision have not participated, and will not participate, in any action contrary
 - to subparagraphs (a) {I} through (a) {3} of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) {1} through (a) {3} of this provision.
- (c) If the offeror deletes or modifies subparagraph (a) {2} of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. (End of Provision)

FAR 52.204-8 Annual Representations and Certifications (Dec 2014)

- (a)(1) The North American Industry classification System (NAICS) code for this acquisition is 541611.
 - (2) The small business size standard is <u>500/\$7M</u>.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - [_] (i) Paragraph (d) applies.
 - [_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13:
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
 - (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the

- simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 ____(i) 52.204-17, Ownership or Control of Offeror.
 - _____(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
 _____(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
 _____(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
 _____(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
 _____(vi) 52.227-6, Royalty Information.
 _____(A) Basic.
 _____(B) Alternate I.
 _____(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer

Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM. (End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that --
 - (i) The Offeror and/or any of its Principals --
 - (A) Are [_] are not [_] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [_] have not [_], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and (C) Are [_] are not [_] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
 - (D) Have [_], have not [_], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply: (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [[_] has not [_], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default. (End of Provision)

FAR 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7). (End of provision)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (Oct 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses,

which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - <u>X</u> (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
 - <u>X</u> (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - ____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
 - X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
 - ____(5) [Reserved] (6) 52.204-14, Service Contract Reporting Requirements
 - ___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
 - ____(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
 - <u>X</u> (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
 - <u>X</u> (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
 - ___ (10) [Reserved]
 - ____ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
 - (ii) Alternate I (Nov 2011) of 52.219-3.
 - ____(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - ___ (ii) Alternate I (Jan 2011) of 52.219-4.
 - ___(13) [Reserved]
 - ___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Nov 2011).
 - ___ (iii) Alternate II (Nov 2011).
 - ____ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ___ (iii) Alternate II (Mar 2004) of 52.219-7.
 - ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
 - ____ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
 - ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ___ (iii) Alternate II (Oct 2001) of 52.219-9.
 - ____ (iv) Alternate III (Oct 2015) of 52.219-9.

- ____ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 6441).
- ___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ____(20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- <u>X</u> (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ____ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- <u>X</u> (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- <u>X</u> (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- <u>X</u> (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \underline{X} (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- <u>X</u> (31) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- <u>X</u> (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \underline{X} (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962I(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)I). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514
 - (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ____ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \underline{X} (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- <u>X</u> (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- ____ (41) 52.225-1, Buy American–Supplies (May 2014) (41 U.S.C. chapter 83).

_ (42) (i) 52.225-3, Buy American–Free Trade Agreements–Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43). ___ (ii) Alternate I (May 2014) of 52.225-3. ___ (iii) Alternate II (May 2014) of 52.225-3. __ (iv) Alternate III (May 2014) of 52.225-3. ___ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). $_{-}$ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150). (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)). (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)). X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332). ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332). ____ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332). _X_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a). _ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). ___ (ii) Alternate I (Apr 2003) of 52.247-64. The Contractor shall comply with the FAR clauses in this paragraph I, applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: ____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495) ____ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.). __ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67). ____(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67). ____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment–Requirements (May

2014) (41 U.S.C. chapter 67).

- ____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).
- ____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- ____(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- ____(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)). (d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
 - (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph I(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
 - (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
 - (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
 - (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
 - (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
 - (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).
 - (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

- (xi) _____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ____(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph I of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of Clause)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a <u>Firm Fixed Price</u> contract resulting from this solicitation.

(End of Provision)

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. (End of Clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years 6 months.

Requirements Relating to Compensation of Former DoD Officials (Sep 2011) DFARS 252-203-7000 DFARS 252.204-7007 Alternate A, Annual Representations and Certifications (Jan 2015) DFARS 252.209-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber **Incident Information (Aug 2015)** DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-00007) (Mar 2012) Representation by Corporations Regarding any Unpaid Delinquent Tax DFARS 252.209-7999 Liability or a Felony Conviction under any Federal Law - Fiscal Year 2013 Appropriations (DEVIATION 2012-00004) (May 2014) DFARS 252.215-7008 Only One Offer (Oct 2013) DFARS 252.225-7043 Antiterrorism Force Protection for Defense Contractors Outside the United States (Jun 2015) DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Feb 2014) DFARS 252.227-7014 Rights in Noncommercial Computer Software and Non-commercial Computer **Software Documentation (Feb 2014)** DFARS 252.227-7020 Rights in Special Works (Jun 1995)

DFARS 252.228-7003 Capture and Detention (Dec 1991)

- (a) As used in this clause-
 - (1) "Captured person" means any employee of the Contractor who is-
 - (i) Assigned to duty outside the United States for the performance of this contract; and
 - (ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or
 - (iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either-
 - (A) Engaged in activity directly arising out of and in the course of employment under this contract; or
 - (B) Captured in an area where required to be only in order to perform this contract.
 - (2) A "period of detention" begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.
 - (3) "United States" comprises geographically the 50 states and the District of Columbia.
 - (4) "War Hazards Compensation Act" refers to the statute compiled in Chapter 12 of Title 42, U.S. Code (sections 1701-1717), as amended.
- (b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of-
 - (1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or
 - (2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

I The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause. (d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

I The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.

(End of clause)

DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014)

- (a) Contract line item(s) <u>003</u> is/are incrementally funded. For this/these item(s), the sum of <u>\$4,674,460.17</u> of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

I Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

I If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and I of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract:

\$4,674,460.17- 07/18/2018

(End of clause)

DFARS 252.239-7009 Representation of Use of Cloud Computing (Aug 2015)